

REQUEST FOR PROPOSAL

TO PROVIDE PREVENTATIVE MAINTENANCE AND TECHNICAL  
SUPPORT SERVICES FOR THE JEFFERSON PARISH DRAINAGE DEPARTMENT  
REMOTE CONTROL SYSTEM



RFP No.: 0212

Proposal Receipt Date: June 2, 2010

Proposal Receipt Time: 04:00 P.M.

Jefferson Parish  
Department of Purchasing  
P. O. Box 9  
Gretna, Louisiana 70053

(504)364-2678

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## **REQUEST FOR PROPOSAL**

### **TO PROVIDE PREVENTATIVE MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR THE JEFFERSON PARISH DRAINAGE DEPARTMENT REMOTE CONTROL SYSTEM**

#### **1.1 Background**

From 2006 to 2009, thirteen (13) drainage pump stations were equipped with an Instrumentation & Controls System which enables remote control of the pump station operations at these stations from locations in and around the stations, including the safe houses at the stations. This system needs to be inspected by a private contractor on a regular basis and maintained by a private contractor on an as-needed basis in order to assure the critical functioning of this system.

##### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing preventative maintenance and technical support services for the Jefferson Parish Drainage Department Remote Control System.

##### **1.1.2 Goals and Objectives**

It is Jefferson Parish's intent to establish a qualified vendor to provide all scheduled preventative maintenance and as-needed technical support services to thirteen (13) pump stations in Jefferson Parish.

Examples of items to be included in goals and objectives:

Preventative Maintenance: The vendor shall provide Quarterly and Bi-Annual Preventative Maintenance Cycle Options with associated pricing that includes the Preventive Maintenance services required at the various pump stations. The vendor shall also provide a written Service Report (per site) summarizing the performed work, identifying any problems, and making suggestions for system improvement.

Technical Support Service: The vendor shall provide technical support service and associated pricing for the following three (3) categories: Demand Services (non-emergency and non-storm/weather related service requests), Emergency Services (high priority non-storm/weather related service requests), and Storm Services (services required up to forty-eight (48) in advance of an event,

continuing during the event and for up to forty-eight (48) hours following the event).

Vendor Qualifications: Firm must be experienced at providing preventative maintenance and technical support services similar in nature and complexity to the project outlined in this request for proposal; and meets the following criteria:

- a) Be able to respond to service calls via phone within a one (1) hour period.
- b) Be able to have appropriate personnel on-site if deemed necessary within a twenty-four (24) hour period from the time of the initial phone response for Demand Services.
- c) Be able to have appropriate personnel on-site if deemed necessary within an eight (8) hour period from the time of the initial phone response for Emergency Services.
- d) Hold a State of Louisiana Electrical Contractor's License with an additional specialty rating on this license specifically for "Instrumentation and Controls" work.

Proposers must provide references, with current contact information, for projects of similar scope and size completed within the last two years.

## **1.2 Schedule of Events**

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	05-06-2010	
2. Pre-Proposal Conference		NOT REQUIRED
3. Deadline to receive written inquiries		7 – 10 days
4. Deadline to answer written inquiries		14 days after receipt of inquiry
5. Proposal Receipt Date	06-02-2010	04:00 P.M.
6. Oral discussions with proposers, if applicable		To be scheduled
7. Council Selection via resolution		To be scheduled (approx. 3-4 weeks after 6.)
8. Contract Ratification via resolution		To be scheduled (approx. 3-4 weeks after 7.)

**NOTE: The Parish of Jefferson reserves the right to deviate from these dates.**

### **1.3 Proposal Submittal**

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name: **Provide preventative maintenance and technical support services for the Jefferson Parish Drainage Department Remote Control System.**
- Proposal No. **0212**
- Proposal Receipt Date: **June 2, 2010**

Proposals will be received at:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### **1.4 Proposal Response Format –**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other

legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

#### **1.4.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

#### **1.4.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability

to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.5 Confidentiality**

Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, LSA-R.S. 44.1 et. seq. The Parish of Jefferson assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

However, the Parish of Jefferson reserves the right to make any proposal, including proprietary information contained therein, available to any other parish agency or organization for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.6 Proposal Clarifications Prior to Submittal**

### **1.6.1 Pre-proposal Conference**

A pre-proposal will not be required.



### 1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
Phone :(504)364-2678 Fax:(504)364-2693

## **1.7 Required Affidavits**

A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

B. In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Council of the contract or contract amendment:

(1) An affidavit attesting:

a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and

b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and

(2) An affidavit attesting to:

a. Any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and

b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:

c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.

C. For purposes of this Section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies,

divisions or special districts, including, but not limited to Jefferson Parish Hospital Service Districts No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this Section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the Council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for the placement of any insurance using the broker's services and that the Risk Management Department provides a copy of said invoice to each member of the Council within five days of the Department's receipt of the invoice.

That any person or firm who is a party to a non-bid contract with Jefferson Parish or with any of its agencies, divisions or special districts as of the effective date of this ordinance and who is not in compliance with the terms of Section 2-923 of the Jefferson Parish Code of Ordinances as enacted by this ordinance shall have thirty days from the effective date of this ordinance to either sever any contractual relationships which would cause the person or firm to be in noncompliance with said section, or to fully comply with the provisions of Section 2-923 by submitting all documentation and disclosures required by that section. The Jefferson Parish Council reserves the right to rescind any contract with any person or firm which does not come into compliance with this ordinance within the specified time; or which, after complying with the documentation and disclosure requirements of this section, is deemed to be in violation of any applicable legal, contractual or ethical requirements or provisions.

**1.8 Proposal Guarantee**  
**NOT REQUIRED FOR THIS RFP.**

**1.9 Performance Bond**

The successful proposer shall be required to provide a performance (surety) bond in the amount of 100% of dollar amount quoted to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

**1.10 Changes, Addenda, Withdrawals**

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his

proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

#### **1.11 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

#### **1.12 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

#### **1.13 Taxes**

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

#### **1.14 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.15 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.16 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.17 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

### **1.18 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow price alterations. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

### **1.19 Cancellation of RFP or Rejection of Proposals**

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

### **1.20 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

## **1.21 Award**

**1.21.1** Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.

**1.21.2** The award may be made on the basis of the initial offer or as noted in Part 1.15.

## **1.22 Notice of Intent to Award**

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

## **1.23 Insurance Requirements**

### Insurance:

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

## **1.24 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

## **1.25 Indemnification**

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

## **1.26 Fidelity Bond Requirements**

**NOT REQUIRED FOR THIS RFP**

## **1.27 Payment for Services**

The Contractor shall invoice the Drainage Department at the completion of the project. Payments will be made by the Drainage Department approximately thirty (30) days after receipt of a properly executed invoice, and approval by the same.

## **1.28 Termination**

***Note: This section shall not be altered or deleted.***

**1.28.1** The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

**1.28.2** The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.28.3** The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **1.29 Assignment**

***Note: This section shall not be deleted.***

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

## **1.30 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

## **1.31 Audit of Records**

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

## **1.32 EEOC and ADA Compliance**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974,



Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

### **1.33 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

### **1.34 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

### **1.35 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

### **1.36 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.37 Substitution of Personnel**

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

### **1.38 Force Majeure**

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

### **1.39 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

### **1.40 Claims or Controversies**

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

## PART II SCOPE OF WORK/SERVICES

### 2.1 Scope of Work/Services

Proposer shall provide all scheduled preventative maintenance and as-needed technical support services for the Jefferson Parish Drainage Department Remote Control System at thirteen (13) pump stations in Jefferson Parish. The thirteen (13) pump stations and a summary of equipment at these stations are as follows:

(Engine Control Panel – ECP, Control Panel – CP, Instruments – INST, Uninterruptable Power Supply/Components – UPS, CCTV Camera – CAM, CCTV Components – CCTVc [DVR, Monitor MUX, Fiber XCVRs, etc])

Station Name	Pumps	Murphy ECPs	CPs	UPSs	INSTs	HMI's	CAMs	CCTVc
Bonnabel	4	0	2	2	13	3	6	18
Suburban	7	2	4	2	16	3	10	26
Elmwood	10	8	4	2	25	3	10	26
Duncan	5	0	2	2	15	4	6	23
Parish Line	3	0	2	1	13	2	5	8
Planters	8	4	2	2	34	3	6	18
Hero	10	0	5	2	35	4	10	26
Estelle No. 2	2	4	2	2	12	3	6	18
Ames	3	0	2	2	11	4	6	25
Westminster	4	0	2	1	20	2	7	10
Westwego No. 2	3	3	2	2	9	3	6	18
Bayou Segnette	2	0	3	3	0	3	0	0
Lake Cataouatche No. 1 & 2	4	4	2	2	17	3	6	18
<b>Totals &gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>	<b>65</b>	<b>25</b>	<b>34</b>	<b>25</b>	<b>220</b>	<b>40</b>	<b>84</b>	<b>234</b>

Proposers must have two (2) years of experience working with the equipment listed in the above table. Proposer must have a facility in Jefferson Parish. Proposer must be able to handle additions to the Remote Control System whether it be new pump stations or additional equipment added to the pump stations included in the Remote Control System.

Proposer shall be able to provide Preventative Maintenance services required at the various pump stations on a Quarterly or Bi-Annual Cycle.

Provider shall provide technical support service for the following three (3) categories: Demand Services (non-emergency and non-storm/weather related service requests), Emergency Services (high priority non-storm/weather related service requests), and Storm Services (services required up to forty-eight (48) in advance of an event, continuing during the event and for up to forty-eight (48) hours following the event).

Proposer must be experienced at providing preventative maintenance and technical support services similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

- a) Be able to respond to service calls via phone within a one (1) hour period.
- b) Be able to have appropriate personnel on-site if deemed necessary within a twenty-four (24) hour period from the time of the initial phone response for Demand Services.
- c) Be able to have appropriate personnel on-site if deemed necessary within an eight (8) hour period from the time of the initial phone response for Emergency Services.

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on (or about) August 2010, and shall terminate in August 2014.

## **2.3 Price Schedule**

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices must show price per inspection and per technical service support request.

## **2.4 Deliverables**

Proposer shall provide a written Service Report (per site) summarizing the performed work, identifying any problems, and making suggestions for system improvement.

## **2.5 Location**

Bonnabel Drainage Pump Station (DPS #1)  
Suburban Drainage Pump Station (DPS #2)  
Elmwood Drainage Pump Station (DPS #3)  
Duncan Drainage Pump Station (DPS #4)  
Parish Line Drainage Pump Station (DPS #5)  
Planters Drainage Pump Station  
Hero Drainage Pump Station  
Estelle No. 2 Drainage Pump Station  
Ames Drainage Pump Station  
Westminster Drainage Pump Station  
Westwego No. 2 Drainage Pump Station  
Bayou Segnette Drainage Pump Station  
Lake Cataouatche No. 1 & 2 Drainage Pump Station

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

### **2.6.2 Technical**

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, or orientation, or installation, etc.  
(whichever is relevant to the RFP requirements).

Plans for training.

Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

## PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

1. Proposal shall be evaluated by a committee composed of:
  - A. A member of the Department of Research and Budget Analysis.
  - B. A member of the Purchasing Department.
  - C. A member of the Legal Department.
  - D. A member of the SCADA Department

### 3.1 Financial Proposal (Maximum of 25 Points)

The following financial criteria will be evaluated:

Price per preventative maintenance quarter/cycle

Cost of hourly labor for the three (3) technical support service categories as well as technical services for projects not covered under the above mentioned categories.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

### 3.2 Technical Proposal (Maximum of 75 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- |   | Weighting Points |
|---|------------------|
| 1. QUALIFICATIONS AND EXPERIENCE ( <u>50</u> Points)                                  |                  |
| A. Specific Experience – similar or larger scope of services currently being provided | (25) _____       |
| B. Personnel – experience of management staff, experience in similar projects, etc.   | (25) _____       |

2. TECHNICAL APPROACH (25 points)

A. Scope of Services

(10) \_\_\_\_\_

B. Product Quality

(10) \_\_\_\_\_

C. Project Schedule

(5) \_\_\_\_\_

TOTAL (Financial & Technical)

Maximum of (100) Points \_\_\_\_\_



**"ATTACHMENT A"**

**INSURANCE REQUIREMENTS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 adopted on 12/09/2009.

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 113646.

**WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible is borne by the contractor.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:**

**OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

**BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF JEFFERSON**

**BEFORE ME**, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being duly sworn,  
deposed and said that he/she/they are fully authorized \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter referred to as affiant), and said affiant  
further said:

The following is a complete listing of all subcontractors who may  
assist in providing services for the project known as

\_\_\_\_\_  
\_\_\_\_\_:

Subcontractors, excluding full time employees of firm, who would  
assist in providing services for the project:

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2010.**

\_\_\_\_\_  
**NOTARY PUBLIC**

A copy of this affidavit must be attached to all pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been  
made under this contract or any amendments to this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would  
assist in providing services for the project, requires Jefferson Parish Council approval and  
requires submission of a new sworn affidavit.

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD  
OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
DATE

## **RFP 0212**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Preventative Maintenance and Technical Support Services" for Jefferson Parish Drainage Department, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

**Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, June 2, 2010.**

---

(Type Name of Person Authorized to Sign)

---

(Company Name and **LA. Electrical License No.** specifically for "Instrumentation and Controls Work")

---

(Street Address)

---

(City, State, Zip Code)

---

(Area Code) (Phone Number) (Area Code) (Fax Number)

---

(Signature of Person Authorized to Sign)

---

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

## REQUEST FOR PROPOSAL

### RFP 0212

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms interested in providing **"Preventative Maintenance and Technical Support Services for the Jefferson Parish Drainage Department Remote Control System"** in accordance with the Jefferson Parish Code of Ordinances.

#### Evaluation Criteria:

Financial Proposal	25 Points
Technical Proposal	75 Points
Site Evaluation	100 Points

#### FINANCIAL PROPOSAL (MAXIMUM OF 25 POINTS)

Price per preventative maintenance quarter/cycle cost of hourly labor for three technical support service categories as well as technical services for projects not covered under the above mentioned categories.

#### TEACHNICAL PROPOSAL (MAXIMUM OF 75 POINTS)

##### 1. QUALIFICATIONS AND EXPERIENCE (50 POINTS)

- A. Specific Experience – similar or larger scope of services currently being provided (25 points)
- B. Personnel – experience of management staff, experience in similar projects, etc. (25 points)

##### 2. TECHNICAL APPROACH (25 POINTS)

- A. Scope of Services (10 points)
- B. Product Quality (10 points)
- C. Project Schedule (5 points)

#### TOTAL (Financial & Technical) MAXIMUM OF (100 POINTS)

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:  
JEFFERSON PARISH PURCHASING DEPARTMENT  
GENERAL GOVERNMENT BUILDING  
200 DERBIGNY STREET, STE 4400  
GRETN, LA 70053

UNTIL **4:00 P.M.** LOCAL TIME ON **WEDNESDAY, JUNE 2, 2010**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

Specifications are available gratis from: [www.jeffparish.net/bids](http://www.jeffparish.net/bids) (click on Bid Downloads) or Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Ste. 4400  
Gretna, LA 70053  
(504) 364-2678

Patricia Lassalle  
Director  
Purchasing Department

Rene' T. Poole, CPPB  
Chief Buyer  
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:  
May 6, 13, 20, 2010**